

PTO/CS/06 (05-06)

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U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

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STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: FERGUS FRANCIS MURRAY and ANDREW SKINNApplication No./Patent No.: PCT/GB04/04374 Filed/Issue Date: 10/14/2004Entitled: LABORATORY APPARATUS WITH TWO CABINETSRUSKINN TECHNOLOGY LIMITED

(Name of Assignee)

a United Company

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest
(The extent (by percentage) of its ownership interest is _____ %)

in the patent application/patent identified above by virtue of either:

A ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: FERGUS FRANCIS MURRAY & ANDREW SKINN To: BIOTRACE INTERNATIONAL PLC
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: BIOTRACE INTERNATIONAL PLC To: RUSKINN TECHNOLOGY LIMITED
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Samir Patel

Signature

Samir Patel

Printed or Typed Name

MAN. DIRECTOR

Title

MAY 2007

Date

+241656 868540

Telephone Number

This collection of information is required by 37 CFR 3.73(p). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 422 and 37 C.F.R. 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form, or any suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1480, Alexandria, VA 22313-1450. DO NOT SEND FEE OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9109 and select option 2.

ASSIGNMENT

This Assignment, effective as of October 15, 2003, 2006 made by Fergis Francis Murray of Shipley, Great Britain; and Andrew Skinn of High Eldwick, Great Britain; Assignors, to BIOTRACE INTERNATIONAL PLC, a United Kingdom company, Assignee, having a place of business at Mid Glamorgan Science Park, Bridgend, CF31 3NA, UNITED KINGDOM.

WHEREAS, Assignors have invented a new and useful LABORATORY APPARATUS WITH TWO CABINETS, for which an International Application under the Patent Cooperation Treaty was filed on 14 October 2004, as Application No. PCT/GB2004/004371, which entered the U. S. National Phase as Application No. 10/575,589, and

WHEREAS, Assignors believe themselves to be the original, first and joint inventors of the invention disclosed and claimed in said application for Letters Patent; and

WHEREAS, Assignee desires to acquire by formal, recordable assignment the entire right, title and interest in and to said invention, said application, and any Letters Patent that may be granted for said invention in the United States and throughout the world;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign and transfer to Assignee, the entire right, title and interest in and to said invention, said application, and any Letters Patent that may be granted for said invention in the United States and throughout the world;

Further, Assignors agree that, upon request and without further compensation, but at no expense to Assignors, they and their legal representative(s) and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing Letters Patent in the United States and throughout the world for said invention, and for perfecting, recording or maintaining the title of Assignee, its successors and assigns, to said invention, said application, and any Letters Patent granted for said invention in the United States and throughout the world.

Assignors represent and warrants that they have not granted and will not grant to others any rights inconsistent with the rights granted herein.

Assignors authorize and request the Commissioner of Patents and Trademarks of the United States to issue any Letters Patent granted for said invention, whether on said application or on any subsequently filed division, continuation, continuation-in-part or reissue application, to Assignee, its successors and assigns, as the assignee of the entire interest in said invention.


IN WITNESS WHEREOF, Assignors have executed this Assignment on the date written herein below.

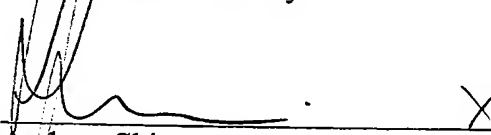
Date: 23.1.7 X

Date: 23/1/07 X

125159.1

Assignors:


Fergus Francis Murray X


Andrew Skinn X

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS AGREEMENT is made this 7th day of FEBRUARY 2006

BETWEEN

BIOTRACE INTERNATIONAL PLC, Mid Glamorgan Science Park, Bridgend, CF31 3NA, United Kingdom ("the Assignor" which express shall include its successors and assigns)

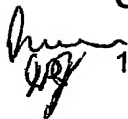
AND

RUSKINN TECHNOLOGY LIMITED c/o Biotrace Limited, Technology Drive, The Science Park, Bridgend, Mid Glamorgan, CF31 3NA, United Kingdom ("the Assignee" which expression shall include its successors and assigns)

RECITALS

- (A) The Assignor is the proprietor of the Patent and Patent applications details of which are set out in the Schedule hereto and forms part of this assignment ("the Intellectual Property"), in respect of the invention disclosed in the patents and patent applications ("the Invention").
- (B) The Intellectual Property was applied for in the name of the Assignor in error. Application should have been made in the name of the Assignee.
- (C) The Assignor has agreed to assign such right, title, interest, goodwill and property as it may have in the Intellectual Property to the Assignee, together with such ancillary rights relating thereto as it may have upon the following terms.

OPERATIVE PROVISIONS

-  1 ^{Assignor} ~~The Assignor~~ acknowledges that the Intellectual Property is beneficially owned by the Assignee.
- 2 In consideration of the sum of £5.00 paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns to the extent not already owned by the Assignor:-
- 2.1 such rights, title, interest, goodwill and property as it may have in the Intellectual Property together with associated know-how, free from all licenses, charges and other encumbrances, with full title guarantee;
 - 2.2 the right to apply for and to obtain patents or other form of protection in respect of the whole or any part or parts of or improvements to the Invention in other countries ("Further Applications") and/or to obtain other forms of protection to the intent that those Further Applications and other forms of protection shall be in the name of and shall vest in the Assignee;
 - 2.3 the full and exclusive benefit of the Intellectual Property, Invention and Further Application, and other forms of protection and all rights, privileges and advantages appertaining thereto, together with the right to obtain any extensions and supplementary protection certificates;

- 2.4 the right to recover and to bring proceedings to recover any damages and/or to obtain other remedies in respect of infringement of any patents and other forms of protection relating to the Inventions whether committed before or after the date of this Assignment;
 - 2.5 the right to claim priority from the Intellectual Property or Further Applications under the terms of the International convention and any treaties;
 - 2.6 the right to file divisional applications and continuations of the Intellectual Property and Further Applications.
- 3 At the request and cost of the Assignee, the Assignor will execute and sign all such instruments, applications, deeds, documents and do all such acts and things as may be reasonably required by the Assignee to enable the Assignee or its nominee to:-
- 3.1 enjoy the full and exclusive benefit of the Intellectual Property and Inventions and of the property rights hereby assigned;
 - 3.2 fully and effectively vest the same in the Assignee;
 - 3.3 formally register the Assignee's title in the same at the relevant Patent Office; and
 - 3.4 assist in the prosecution of all national and regional applications to grant.
- 4 The Assignor hereby covenants and undertakes that it has not done or omitted to do and will not do or omit to do any act, matter or thing whereby the Intellectual Property, Invention and Further Applications may be invalidated.
- 5 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns as well as any subsidiary companies of the parties hereto.
- 6 The parties will co-operate and consult with one another in good faith, if necessary in the future to carry out the intent of this agreement.
- 7 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties for this purpose hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

IN WITNESS whereof the parties have executed this document on the day first above written.

**SIGNED for and on behalf of
BIOTRACE INTERNATIONAL PLC**

in the presence of:-

(Signatory).....

(Position).....CEO

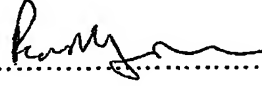
(Witness).....

(Position).....

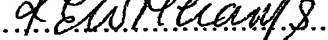
41 WORDSWORTH AVE
PENARTH
VALE OF GLANORGIAN
CF64 2RL

**SIGNED for and on behalf of
RUSKINN TECHNOLOGY LIMITED**

in the presence of:-

(Signatory).....

(Position).....DIRECTOR

(Witness).....

(Position).....

41 WORDSWORTH AVE
PENARTH
VALE OF GLANORGIAN
CF64 2RL

SCHEDULE OF INTELLECTUAL PROPERTY

| Patent / Application Number | Title |
|---------------------------------------|-------------------------------|
| GB2407048 (application no. 0324110.6) | Observation Cabinet Apparatus |
| PCT/GB2004/004371 | Observation Cabinet Apparatus |